



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	LAIDLAW961						
<input type="checkbox"/> Cancel							
County Department			Dept.		Orgn.	Contractor's License No.	
Preschool Services Department							
County Department Contract Representative			Telephone		Total Contract Amount		
Margie Donahue			(909) 387-2444		\$2,258,063		
Contract Type							
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
		July 1, 2003	June 30, 2004	\$2,258,063			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JO\$B No.	Amount	
RSC	HPS	HPS	300	3251	F04	\$2.258.063	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
PSD – Transportation			03-04	\$2,258,063			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Preschool Services Department, hereinafter called the County, and

Name

Laidlaw Transit, Inc.

Hereinafter called

Contractor

Address

1860 Chicago, Suite I -17

Riverside, CA 92507

Phone

Birth Date

(909) 341-5385

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County desires to provide transportation for low income children enrolled in the County's Head Start/State Preschool Program; and

WHEREAS, County has been allocated funds by the State Department of Education (SDE) and Federal Administration for Children and Families (ACF) to provide such services; and

WHEREAS, County finds Contractor qualified to provide transportation services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. **Administration for Children and Families (ACF)** - The Federal Agency that provides funding and guidelines for the operation of the Head Start program.
- B. **Bus Monitors** – Bus monitors are provided by the Contractor to ride and supervise the children on the bus.
- C. **Contractor** - The applicant selected to enter into an agreement with the County to provide services pursuant to this RFP. The terms Contractor, Vendor and Service Provider are used interchangeably.
- D. **Field Trips** – An off school grounds trip for children, taken during regular operating hours, and requiring transportation.
- E. **Full-Day Program** – Head Start classes that operate 245 days per program year. Sessions may last up to ten hours.
- F. **Head Start Program Performance Standards** - Rules and regulations governing the Federally funded Head Start Program.
- G. **Home to School (HTS) Transportation** – Students are provided transportation from corner pickup points to locations designated by the County and then returned to corner pickup points after school.
- H. **Service Areas:**
 - High Desert Area:** Barstow and Newberry Springs
 - Victor Valley Area:** Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan and Victorville
 - West End Area:** Chino, Cucamonga, Ontario (Holt, Maple, Westminster) and Upland
 - Central Area:** Fontana and Rialto (Eucalyptus, Renaissance, Willow)
 - Inland Area:** Highland, Redlands, San Bernardino (Boys and Girls Club, Del Rosa, Mill Street, North, West, Waterman Gardens, Westside Plaza, Westside Plaza Annex) and Yucaipa
 - Low Desert Area:** Joshua Tree, Twenty-nine Palms and Yucca Valley
 - Mountain Area:** Crestline
- I. **Human Services System (HSS)** - Oversees the nine Human Services System Departments and fosters concern for social programs within the County and communities, as a whole.
- J. **In-kind** – In-kind is a contribution of services, goods, or cash expended for an allowable PSD program cost. In-kind must be verifiable from grantee's records, must not be used as a match for any other federally funded program, must be allowable under applicable cost principles, and must not be funds received under any other federal program.
- K. **LiveScan** - Background check and fingerprinting system that entails taking an "electronic" picture of an individual's fingerprints, which is automatically transferred, along with personal description information, to the Department of Justice central computer sites.
- L. **Parent Involvement** - Parents of enrolled children are encouraged to become involved in the program as volunteers. As volunteers, and when space is available, parents may choose to ride the bus with their child to and from the site to participate in the site/classroom activities.
- M. **Part-Day Program** - Head Start classes that operate 170 days per school year, with three and one-half hour sessions. Sessions can operate either in the morning or in the afternoon.

- N. **Preschool Services Department (PSD)** - PSD has operated the Head Start/State Preschool Program for the past thirty-eight years.
- O. **Program Monitoring** - Head Start Program Performance Standards require an ongoing monitoring system for program operations, an annual program self-assessment, and a system for gathering and analyzing data on progress made by children during their participation in the program.
- P. **State Department of Education (SDE)** - The Department within the State of California government that has the responsibility for the State Preschool Program.
- Q. **Track Site** – Head Start centers that operate from July to June.
- R. **Traditional Site** - Head Start centers that operate from September to June.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide morning and afternoon transportation services to enrolled Head Start/State Preschool children from designated pickup and drop off points within the seven geographical service areas providing maximum services available for all sites.
- B. The Contractor shall be willing to work cooperatively with PSD staff to establish routes and schedules conforming to the needs of the Program.
- C. All equipment shall be State Certified School Buses of various sizes to meet the needs of each site and their students.
- D. The Contractor shall have availability of buses equipped with lift systems as needed to accommodate children enrolled in the program, as per ADA compliance.
- E. Vehicles used to transport students shall adhere to all regulations and standards of the California Motor Vehicle Code and the United States Department of Transportation. Drivers shall possess the appropriate operator's license, including all endorsements required by the California Department of Motor Vehicles for the class of vehicle being driven.
- F. All drivers shall be state certified bus drivers with extensive training in student management, human relations and defensive driving techniques. Drivers and monitors shall receive on going training in the management of passengers, policies and care for young children. In addition, all staff shall receive ongoing monthly in-service to keep them abreast of all current laws, regulations, policies and people skills.
- G. All buses shall be equipped with two-way radios in order to communicate bus to bus or to the base station located in respective area (Branch). Each branch shall operate in its own station and on its own frequency to insure local response to the drivers needs. In the event of an emergency or mechanical problem the response should be under fifteen (15) minutes.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required for Unemployment Insurance, Social Security and Income Tax Laws, with respect to Contractor and Contractor's employees engaged in the performance of this Contract.

- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. Inaccuracies or Misrepresentations: If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Assistant County Administrator – Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and made available to the County of San Bernardino upon request. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions, which become vacant during the term of this Contract, which will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

- J. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- K. Contractor shall notify County HSS Contracts Unit of all upcoming meetings of the Board of Directors or other governing party and shall keep County apprised of any and all actions taken by its Board of Directors, which may impact on the Contract. All Board of Directors' minutes shall be submitted to County with the monthly report submitted in the month following approval of the minutes. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- L. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code relating to any forms of public social services provided under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
 2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
- M. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- N. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed

personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

- O. Contractor shall notify County of any staff member, paid, intern or volunteer, who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate, and report to appropriate authorities for investigation, all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify County. To the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify HSS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

- Q. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
 - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by

Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). **Exception:** If the Contractor is going to transport clients, at any given time, then the policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).
- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- 3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- 7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- 8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HSS Contracts Unit.
 - 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HSS Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS shall supply a sample of the Plan format. The Contractor shall be monitored by HSS for compliance with provisions of its Civil Rights Plan.
- U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, Part 6, California Code of Regulations).
- W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County, shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Compensate Contractor per the provisions outlined in Section V of this contract.
- B. Provide to contractor a roster with students' name, addresses, telephone numbers and parent/guardian responsible for taking and picking up child at designated pickup point.
- C. Work cooperatively with Contractor to establish routes and schedules conforming to the needs of the program.
- D. Inform bus driver (s) on boarding procedures, and returning children to pickup point, as established by PSD for the safety of the children enrolled in the program.
- E. Provide to Contractor any changes in students address, enrollment changes that will affect routes, need for a bus with a lift system, changes in responsible person/guardian, and updating all information on Bus Consent Form.
- F. When presented with evidence justifying an adjustment in rates or reimbursement increases or decreases shall, in its sole discretion, make such adjustments as it deems reasonable and fair, as long as these adjustments do not exceed any of the individual rates by more than 7% or exceed the total contracted amount of \$2,258,063. Any other changes must be made through a properly executed contract amendment.
- G. County shall accept any in-kind contributions from the Contractor towards PSD's in-kind requirement.

V. FISCAL PROVISIONS

- A. The maximum amount of reimbursement under this Contract shall not exceed \$2,258,063 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. For all areas except the Victor Valley Area, the Contractor shall be paid at a daily rate of \$232.31 per bus, per five (5) hours and/or sixty (60) miles. For excess time and/or mileage over the five hours and/or sixty (60) miles, the Contractor will be paid \$21.96 per hour and \$.52 per mile. Bus monitors will be paid an hourly wage of \$17.00. For the Victor Valley Area, (Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, and Victorville), the Contractor shall be paid at a daily rate of \$225.73 per bus, per five (5) hours and/or sixty (60) miles. For excess time and/or mileage over the five hours and/or sixty (60) miles, the Contractor will be paid \$21.34 per hour and \$.50 per mile. Bus monitors will be paid an hourly wage of \$16.52.

Total HTS, monitors, and excess time and/or mileage shall not exceed \$2,198,063. Total field trips shall not exceed \$60,000.

Field Trips using buses already assigned to a route may use any remaining hours and miles from that days' base hours and miles before incurring field trip charges. Cost for use of buses **NOT** on assigned route is:

BUS CAPACITY	DAILY RATE PER BUS	RATE PER BUS OVER FIVE HOURS
16-64	\$252.06	\$34.47
65-90	\$288.49	\$37.35

- C. The Assistant County Administrator for the Human Services System, or his/her designee, has the authority to approve any individual rate change from those specified in Section V, Paragraph B, as long as these changes do not exceed any of the individual rates by more than 7%. These changes cannot exceed the contracted amount as specified in Section V, Paragraph A. Contractor will not make any such changes without first submitting a request for the changes, in writing, and obtaining written approval from the County. All requests should be sent to:

County of San Bernardino
Human Service System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415

- D. Monthly payments to Contractor will be made upon submission of invoices to County not later than the tenth (10th) day of each month for the previous month's transportation services.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective as of July 1, 2003, and expires June 30, 2004, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two additional one year periods by mutual agreement of all parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a

written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services System is authorized to exercise the County's rights with respect to any termination of this Contract.

- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Laidlaw Transit, Inc.
1860 Chicago Avenue, Suite I - 17
Riverside, CA 92507

County: County of San Bernardino
Human Services System
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

For monthly and
Quarterly Reports: County of San Bernardino
Preschool Services Department
250 S. Lena Road
San Bernardino, CA 92415

County (***Insurance Information Only***):
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 – CB
Hemet, CA 92546-8010

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this agreement from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- E. No waiver of any of the provisions of the Contract Documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- G. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- H. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of 15 pages, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Laidlaw Transit, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name James F. Ferraro
(Print or type name of person signing contract)

Title Area Vice President
(Print or Type)

Dated _____

Address 1860 Chicago Ave., Suite I-17
Riverside, CA 92507

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►

►

►

Julie J. Surber, County Counsel

Date _____

Lori Ciabattini, HSS Contracts Unit

Date _____

Roberta York, Director

Date _____

**Auditor/Controller-Recorder
Use Only**

<input type="checkbox"/> Contract Database		<input type="checkbox"/> FAS
Input Date	Keyed By	